IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.637 OF 2004
IN
SUMMARY SUIT NO.1843 OF 2004

M/s.Monsher Fire Protection
Systems Pvt. Ltd. ..Plaintiffs.

Vs.

M/s.Radiant Fire Protection
Engineers ..Defendants.

Mr.Pramod Kumar Parida for the Plaintiffs.
Mr.Ghag i/b. M/s.Thakore Jariwala Associates for the Defendants.

CORAM: S.J.VAZIFDAR, J.
DATED: 24TH AUGUST, 2005

P.C. :

The suit is filed to recover the amounts due in respect of the goods sold and delivered by the Plaintiffs to the Defendants in respect whereof the Plaintiffs have raised the necessary invoices. The receipt of the goods is not denied. The Defendants had issued cheques in part payment, which were dishonoured.

2. There is however no agreement to pay interest. By a letter dated 2nd November, 2002 the Plaintiffs called upon the Defendants to forward a cheque of Rs.37,600/- towards interest. Thus, there was a demand for interest. The demand for interest was at

24% per annum.

3. In the circumstances, it is not necessary to rely upon the letter dated 28th April, 2004 which specified the rate of interest at 24% per annum.

4. In the circumstances, the Summons for Judgement is made absolute and the suit is decreed as prayed to the extent of Rs.2,01,624/- together with interest thereon at 12% per annum from 2nd November, 2002 till payment and/or realisation and costs.

Refund as per rules.